



**REQUEST FOR PROPOSAL 2014-02**  
**Architectural/Engineering Services**  
**Grey's Creek Boat Ramp Facility**

Surry County will accept sealed proposals until 2 p.m. Wednesday March 26, 2014 for Architectural/Engineering Services for the Grey's Creek Large Power Public Boating Access Facility to be constructed in Surry County.

The County is soliciting proposals from firms interested in providing services for the Planning, Design, Construction Documents, Bidding and Construction Administration of the Project. Partial funding for this project is provided by a grant through the Virginia Department of Game and Inland Fisheries (VDGIF).

Proposals should be limited to no more than ten (10) pages (one-sided) and should include:

1. A concise delineation of the firm's capabilities and relevant experience;
2. A list of past similar boat launch-ramp facilities and experience with the VDGIF Grant program with references and contact information.
3. Such other information as the proposer may deem appropriate.

Offerors must submit three (3) copies of their proposal to the office of the County Administrator. All copies shall be signed in ink by an authorized principal of the firm. Proposals shall be submitted in sealed envelopes by the specified time and date. Proposals received after that time will be rejected. They shall be identified on the envelope by project name, time and date due. Submit all proposals to:

Mr. Tyrone Franklin  
County Administrator  
Surry County  
Post Office Box 357  
Surry Government Center  
Surry, Virginia 23883

The County shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal in response to this request, nor shall the County be

responsible for any cost associated with negotiating an agreement with the selected offeror. All proposals will become the property of the County. All submissions are final and may not be withdrawn.

Procurement of services by this RFP shall be in accordance with the Virginia Public Procurement Act. Since this is a Request for Proposals for professional services under the Virginia Public Procurement Act, the proposals should not contain any information regarding the cost of the design contract. The County reserves the right to request clarification of information and/or additional information from one or more submitting firms.

The Architect/Engineer is prohibited from engaging in employment discrimination and must comply fully with the provisions of Section 2.2-4311 of the Code of Virginia (1950), as amended. The County of Surry does not discriminate on the basis of race, sex, age, handicap, national origin or faith/religious affiliation.

During the performance of this contract, the Architect/Engineer agrees to (i) provide a drug-free workplace for the Architect/Engineer's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Architect/Engineer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Architect/Engineer that the Architect/Engineer maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Architect/Engineer or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Architect/Engineer, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Request for information pertaining to the RFP should be directed in writing to Brian Camden, Powell Management Associates via e-mail to [bcamden@powellmanage.com](mailto:bcamden@powellmanage.com) or 607 Lynnhaven Parkway, Virginia Beach, VA. 23455; (757) 486-0200

The right is reserved, as the best interest of the County may require, to revise or amend these specifications prior to the date set for receipt of proposals. That date may be delayed if deemed necessary by the County. Any revisions and/or amendments will be in the form of an addendum to this document.

To the extent the Architect/Engineer is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, such entity shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity by the State

Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

By submitting their offer, offerors certify that their offers are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub\_Architect/Engineer in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater was exchanged.

By submitting their offer, offerors certify that they are not currently debarred by the Commonwealth of Virginia or any county, city or town from submitting proposals on contracts for the type of goods and/or service covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

The County reserves the right to reject any and all proposals, to waive any informalities in proposals received, to negotiate and to accept the proposal which shall be in the County's best interest.

### **Scope of Work**

The Scope of Work will require services for a Large Power Public Boating Access Facility to include the services listed below and such other additional services as the County and the offeror shall agree upon.

The project is located at the end of Marina Drive in Surry County at the former Grey's Creek Marina. The facility has recently been purchased by Surry County and the selected Architect/Engineer will be required to provide the following services:

- Planning, Civil, Surveying, Demolition, Wetlands, Landscape and Architectural Design Services
- VDGIF Grant adherence
- Construction Administration services to include construction bid documents, construction monitoring, special inspections and assist with construction close-out.



The County is seeking a durable public use design to include a new boat ramp with access pier to replace the existing boat ramp and pier at the same location. A new canoe/kayak launching pier is also included which will be attached to the ramp access pier and other such work as may be agreed upon.

#### Schedule

A short list of qualified firms will be selected for interview. The County anticipates that a contract will be awarded and a Notice to Proceed issued to the selected offeror on or before April 30, 2014.

#### Coordination and Evaluation

The County has engaged Powell Management Associates of Virginia Beach, Virginia as its representative and to provide construction program management services for the project. The selected proposer will be required to coordinate its efforts through Powell Management Associates.

Following the receipt of proposals, the County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project. At the discussion stage, the County may discuss non-binding estimates of total project costs, including estimates of price for services.

At the conclusion of discussion, on the basis of the above criteria and any information developed in the selection process to this point, the County shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to

the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated. Should the County decide in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

In negotiations regarding the terms of the contract, the County has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask the County to indemnify them in any resulting contract.

The County shall review each proposal and verify the claims and credentials of each offeror. Evaluation of proposals for the selection process shall include the following criteria:

- Experience on similar marine/boat ramp projects
- Staff experience with the VDGIF Grant Program and ability to meet project goals
- Completeness and accuracy of proposal
- Cost of services (to be determined at the discussion stage after the receipt of proposals and not to be used in the decision as to which firms will be considered for the discussion stage).

The substance of proposals will carry more weight than their form or manner of presentation.

### **Insurance Requirements**

The Architect/Engineer shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Architect/Engineer nor any sub-Architect/Engineer shall commence work under this Contract until the Architect/Engineer has obtained and provided proof of the required insurance coverages to the County, and such proof has been approved by the County. The Architect/Engineer confirms to the County that all sub-Architect/Engineers have provided Architect/Engineer with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Architect/Engineer, including all sub-Architect/Engineers, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The County and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance

and/or self insurance such additional insureds may have. The Architect/Engineer shall immediately notify in writing the County of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Architect/Engineer shall provide to the County with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:

- (1) The County and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Architect/Engineer must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Architect/Engineer and any sub-Architect/Engineers under this Contract.

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Architect/Engineer under this Contract, to the County and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Architect/Engineer and any sub-Architect/Engineers under this Contract.

However, if B (1) or (2) cannot be provided, the County's Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable.

- C. The minimum insurance policies and/or coverages that shall be provided by the Architect/Engineer, including its sub-Architect/Engineers, include the following:

- (1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

- (2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.

- (3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

- 3(a) Errors and Omissions coverage in an amount of not less than \$1,000,000 per occurrence and in the aggregate. Coverage may be written on an occurrence or claims made coverage form. However, if a claims made coverage form is used, coverage must remain in effect for a minimum of three (3) years after the Architect/Engineer's work is concluded.
- (4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.
- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Architect/Engineer's and its sub-Architect/Engineers' insurance company shall waive rights of subrogation against the County and its officers, employees, agents, assigns, and volunteers.
- (6) Architect/Engineer shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract.

D. Proof of Insurance Coverage:

- (1) Architect/Engineer shall furnish the County with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.

- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.
- E. Insurance coverage shall be in a form and with an insurance company approved by the County, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.
- F. The Architect/Engineer's insurance policies and/or coverages shall not contain any exclusions for the Architect/Engineer's sub-Architect/Engineers.
- G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Architect/Engineer for default.
- H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Architect/Engineer, and/or its sub-Architect/Engineers, or their insurance carriers. The County does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Architect/Engineer's interest or liabilities, but are merely minimums. The obligation of the Architect/Engineer, and its sub-Architect/Engineers, to purchase insurance shall not in any way limit the obligations of the Architect/Engineer in the event that the County or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the County to seek any recovery against the Architect/Engineer's insurance company before seeking recovery directly from the Architect/Engineer.

Authorized by:

**SURRY COUNTY**

Tyrone Franklin  
County Administrator

**END**